

**IT IS THE VENDOR'S RESPONSIBILITY TO CHECK  
FOR ADDENDUMS PRIOR TO SUBMITTING PROPOSALS**

## **NOTICE TO BIDDERS**

### **SPECIFICATION NO. 03-109**

The City of Lincoln, Nebraska intends to purchase and invites you to submit a sealed bid for:

## **LINCOLN WASTEWATER SYSTEM**

## **MICROWAVE ASSISTED ACID DIGESTION APPARATUS**

Sealed bids will be received by the City of Lincoln, Nebraska on or before 12:00 noon Wednesday, April 9, 2003, in the office of the Purchasing Agent, Suite 200, K Street Complex, Southwest Wing, 440 South 8th Street, Lincoln, Nebraska 68508. Bids will be publicly opened and read at the K Street Complex.

Bidders should take caution if U.S. mail or mail delivery services are used for the submission of bids. Mailing should be made in sufficient time for bids to arrive in the Purchasing Division, prior to the time and date specified above.

## **GENERAL NOTES**

### **LINCOLN WASTEWATER SYSTEM MICROWAVE ASSISTED ACID DIGESTION APPARATUS**

**INTRODUCTION:** The Lincoln Wastewater System desires to update its existing Microwave Acid Digestion System with a new, completely Windows<sup>TM</sup> controlled microwave system. The system to be furnished and installed under the terms of these specifications shall: (1) enhance the automated Inductively Coupled Plasma Emission analysis of various water, wastewater, and solid waste samples at parts per billion (ppb) concentrations; (2) provide a comprehensive data management system capable of the direct impute of sample identification, dilution data, number of samples, and chemical composition while maintaining the QC/QA checks necessary to allow the tracking of each analysis with verification of instrument performance to the EPA's Contract Laboratory Program specifications; and (3) be able to automatically transfer the sample identification and sample dilution information and results directly to Windows<sup>TM</sup> -based software so that it may be incorporated into the metals analysis by ICP.

All incidental and/or auxiliary items not specified in detail or specifically mentioned, but necessary in order to make the instrument operational and perform according to the intent of the specifications, shall be included in the Bid (Proposal). All items bid shall conform in quality of material and workmanship to that which has been specified.

**BIDDER'S NOTE:** Interested bidders shall contact Mr. Rick Shibata, Manager of Laboratory Services or Mr. Jorge Samayoa, Laboratory Supervisor (Phone No. 402-441-7961), concerning these specifications.

## **SPECIAL PROVISIONS**

### **LINCOLN WASTEWATER SYSTEM MICROWAVE ASSISTED ACID DIGESTION APPARATUS**

#### **1. Intent of Specifications.**

- 1.1 It is the intent and purpose of these specifications to secure for the City (Owner) the necessary equipment and accessories, which will comprise and furnish the system described herein.
- 1.2 A detailed list of components required is included and is the basis on which the Bidder's proposal shall be made.
- 1.3 The intent of these specifications is that the City desires a single source of responsibility with the successful Bidder; therefore, said warranty shall cover all equipment as a single package, regardless if a portion of the equipment is from another manufacturer or supplier.

#### **2. Materials and Workmanship.**

- 2.1 All equipment, materials, and workmanship shall be of the highest grade in accordance with modern practice.
- 2.2 The equipment supplied shall be new and unused except for the necessary testing and calibration.

#### **3. Submittals.**

- 3.1 The Bidder is cautioned to include the list below and check the Bid package carefully against all required submittals as itemized.
- 3.2 Failure to include all required submittals may be cause for rejection of the entire Bid as being non-responsive.
  - 3.2.1 Complete system specifications, literature, and photographs that describe in detail the exact equipment to be furnished. This submittal shall include a copy of the enclosed **"Specification Check List"** specific to compliance and noncompliance; explain in full each variation from the City's specifications.
  - 3.2.2 A complete schematic showing all the necessary and required plumbing and electrical connections; the correct and proper placement of all individual pieces of equipment; and all necessary and required exhaust equipment.
  - 3.2.3 A list of computed absorbed power at 100, 99, 98, 97, 95, 90, 80, 70, 60, 50, and 40% using the procedure for microwave calibration as described in Method 3030 K, paragraph 3b, in the 20th Edition of Standard Methods for the Examination of Water and Wastewater (see Attachment 1.).
  - 3.2.4 A list of contact persons, addresses, and telephone numbers of at least 3 users of the exact equipment specified for this contract, which have been manufactured and sold within the last 2 years.
  - 3.2.5 Alternate Bid Items
    - 3.2.5.1 The Bidder shall enter a Dollar Value for each of the Alternate Items.
    - 3.2.5.2 Failure to fill in all blanks may be cause for rejection of the Bid.
    - 3.2.5.3 Zero dollar amount bids are permissible.
    - 3.2.5.4 The City reserves the right to award a contract in its own best interest based on the Total Base Bid items with any combination of the Alternate Bids
    - 3.2.5.5 The selected Total Base Bid and the additive amount for selected Alternate Bids shall be the basis for establishing the amount of the Material Payment.
    - 3.2.5.6 The above prices shall include all labor, materials, equipment, overhead, profit, insurance, freight to the Lincoln Wastewater System point of delivery, etc. to cover the completed work as specified.
    - 3.2.5.7 In the event of mathematical error in the amount entered under Total Base Bid, the amounts entered for individual line items (Items 1-8) shall govern the corrected Total Base Bid amount for purpose of executing a Contract.

4. Warranty.
  - 4.1 The Bidder shall submit as part of the Bid a copy of the instrument warrantee to be furnished under this contract.
  - 4.2 All major components furnished in accordance with these specifications shall be covered by a single, comprehensive warranty by the successful Bidder.
  - 4.3 The minimum warranty period shall be 1 year from the date of Certification of Installation, specified below.
5. Maintenance Agreement.
  - 5.1 The Bidder shall submit as part of the Bid a copy of a full maintenance agreement that covers all new equipment to be furnished under the contract.
  - 5.2 The maintenance agreement as a minimum shall include the cost of providing all labor, equipment, and materials, including transportation to and from the manufacturer's authorized service center to properly maintain the major equipment components to be furnished under the contract for a 1 year period, beginning on the date of expiration of the warranty on the equipment.
6. Installation.
  - 6.1 The successful Bidder shall be responsible for the proper and complete installation of the microwave digestion system and any and all incidental costs associated with the installation of said equipment.
  - 6.2 This shall include labor, materials, and equipment needed for the total system.
  - 6.3 The Bidder is encouraged to visit the City's Analytical Laboratory at 2400 Theresa Street prior to the time of bid opening to familiarize himself with the complete requirements and logistics involved in the successful installation of the equipment.
  - 6.4 No adjustment in the Bid shall be allowed on account of failure of the Bidder to make such visit.
7. Certificate of Installation
  - 7.1 Upon completion of the installation by the successful Bidder, the manufacturer or the designated representative shall verify in writing that the installation is complete, properly checked and calibrated, and is in compliance with the recommendations.
  - 7.2 Such letter of certification of installation shall be notarized and mailed by registered mail to Mr. Rick Shibata, Manager of Laboratory Services, Lincoln Wastewater System, 2400 Theresa Street, Lincoln, Nebraska 68521.
    - 7.2.1 **The date of notarization of this letter of certification shall serve as the beginning date for the warranty specified above.**
8. Training.
  - 8.1 The successful Bidder shall furnish the City a complete and comprehensive on site training package for the City's laboratory personnel.
  - 8.2 The training package shall cover all aspects of equipment operation, calibration, trouble-shooting, report generation, etc.
9. Manuals.
  - 9.1 The successful Bidder shall furnish a minimum of 2 copies each of comprehensive operators manuals and service manuals.
  - 9.2 The manuals shall be suitably bound and shall describe in detail all necessary operations and service, including a detailed parts list, for the major equipment components furnished under the contract.
10. System Requirements
  - 10.1 The System shall be new and of current model and design and shall include the following minimum features:
    - 10.1.1 Chassis constructed for extended lifetime and to guard and protect operator and magnetron from reflected energy or microwave leakage in the event of component failure.
    - 10.1.2 Precise, continuous delivery of microwave energy to 1000-Watts  $\pm$ 50 watts.
    - 10.1.3 Fluoropolymer coated microwave cavity.

- 10.1.4 Infrared sensor for contact less temperature monitoring in each vessel as it passes sensor.
- 10.1.5 Sensor option that indicates changes in the operating environment of the microwave cavity (i.e. chemical composition, pressure change, temperature).
- 10.1.6 Continuous real-time in-vessel digestion temperature and pressure control.
- 10.1.7 Microwave digestion rotors and vessels.
  - 10.1.7.1 Vessels must reseal when excess pressure is released.
  - 10.1.7.2 Vessels must be able to be easily loaded and unloaded as single units.
  - 10.1.7.3 Include Rotor, vessels and associated accessories for 500 psi operation.
  - 10.1.7.4 Include Rotor, vessels and associated accessories for 1500 psi operation.
- 10.1.8 Integral Computer/Control module with multi-color Graphics Capability:
  - 10.1.8.1 Pentium powered computer control.
  - 10.1.8.2 Windows<sup>TM</sup>-based software.
  - 10.1.8.3 Keyboard and mouse.
  - 10.1.8.4 3.5 inch 1.44 Meg floppy disk drive.
  - 10.1.8.5 COM port and Printer port.
  - 10.1.8.6 Hewlett-Packard multi-color laser printer and connecting cable.
  - 10.1.8.7 Twenty-five foot cable for connection of microwave to computer/controller.
  - 10.1.8.8 Advanced Software Capabilities to include:
    - 10.1.8.8.1 EPA Calibration.
    - 10.1.8.8.2 EPA Time-to-Temperature Mode.
    - 10.1.8.8.3 Automated Pressure/Temperature Control.
    - 10.1.8.8.4 Continuous Real-Time Power, Pressure and Temperature Control.
    - 10.1.8.8.5 Ability to create, edit and write to file all analytical methods.
    - 10.1.8.8.6 Ability to recall, review and write to file all run files.
    - 10.1.8.8.7 Parameters set through a computer style keyboard.
- 10.1.9 108/125 Volt, 60 Hz, 15 Amps, Single-phase Electrical Connection.
- 10.1.10 Line Voltage Regulator.
- 10.2 Data Management System, utilizing Windows<sup>TM</sup>-based, multi-tasking software with the following features:
  - 10.2.1 Complete storage of all analytical protocols, sample identification, sample dilution and digestion data.
  - 10.2.2 Ability to fully comply with EPA, ISO and GLP documentation requirements.
  - 10.2.3 Custom report-writing functions capable of generating summaries of all analysis with statistics.
  - 10.2.4 Real-Time graphics display and printing of all scans.

## PROPOSAL

**SPECIFICATION NO. 03-109  
BID OPENING: APRIL 9, 2003, 12:00 NOON**

The undersigned bidder, having full knowledge of the requirements of the City of Lincoln and County of Lancaster for the below listed items and the contract documents (which includes the Notice to Bidders, Instructions to Bidders, this proposal, specifications, contract, addenda, if any) and all other conditions of the proposal, agrees to sell to the City and the County the below listed items for the performance of this specification, complete in every respect, in strict accordance with the contract documents at and for unit prices listed below.

### **THE REQUIREMENTS FOR:**

#### **LINCOLN WASTEWATER SYSTEM MICROWAVE ASSISTED ACID DIGESTION APPARATUS**

#### BASE BID ITEMS

<u>Item</u>	<u>Description</u>	<u>Amount of Bid</u>
1.	Microwave with In-vessel Temperature and Pressure Monitoring and Control	\$_____
2.	Computer/Control Module with enhanced Software	\$_____
3.	Segmented Digestion Rotor and vessels for 500 psi digestion	\$_____
4.	Segmented Digestion Rotor and vessels for 1500 psi digestion	\$_____
5.	Pressure Control Probe	\$_____
6.	External Contact less Temperature Sensor	\$_____
7.	Basic Consumables Kit/Basic Spare Part Kit	\$_____
8.	Multi-tasking Windows <sup>TM</sup> -based Software	\$_____
		=====
	TOTAL BASE BID (Sum of Items 1-8)	\$_____

**ALTERNATE BID ITEMS**

<u>Item</u>	<u>Description</u>	<u>Amount of Bid</u>
9.	Amount to <u>Add</u> to Total Base Bid to furnish One complete set of 500 psi Digestion Vessels and associated consumable parts kit	\$_____
10.	Amount to <u>Add</u> to Total Base Bid to furnish One complete set of 1500 psi Digestion Vessels and associated consumable parts kit	\$_____
11.	Amount to <u>Add</u> to Total Base Bid to furnish Factory and on site calibration, testing, and verification of operation.	\$_____

BID SECURITY REQUIRED: \_\_\_\_\_YES  
  x  NO

AFFIRMATIVE ACTION PROGRAM: Successful bidder will be required to comply with the provisions of the City's Affirmative Action Policy (Contract Compliance, Sec. 1.16). The Equal Opportunity Officer will determine compliance or non-compliance with the City's policy upon a complete and substantial review of successful bidder's equal opportunity policies, procedures and practices.

The undersigned signatory for the bidder represents and warrants that he has full and complete authority to submit this proposal to the City, and to enter into a contract if this proposal is accepted.

RETURN 2 COMPLETE COPIES OF PROPOSAL AND SUPPORTING MATERIAL.  
MARK OUTSIDE OF BID ENVELOPE: SEALED BID FOR SPEC. 03-109

\_\_\_\_\_  
COMPANY NAME

\_\_\_\_\_  
BY (Signature)

\_\_\_\_\_  
STREET ADDRESS or P.O. BOX

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
CITY, STATE ZIP CODE

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
TELEPHONE No. FAX No.

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
EMPLOYER'S FEDERAL I.D. NO.  
OR SOCIAL SECURITY NUMBER

\_\_\_\_\_  
ESTIMATED DELIVERY DAYS

\_\_\_\_\_  
E-MAIL ADDRESS

\_\_\_\_\_  
TERMS OF PAYMENT

Bids may be inspected in the Purchasing Division offices during normal business hours, after tabulation by the purchasing agent. If you desire a copy of the bid tabulation to be mailed to you, you must enclose a self-addressed stamped envelope with your bidding documents. Bid tabulations can also be viewed on our website at: <http://www.ci.lincoln.ne.us/city/finance/purch/specindx.htm>



## SPECIFICATION CHECK LIST

(To be filled in by Bidder)

SPECIFICATION NO. 03-109

### MICROWAVE ASSISTED ACID DIGESTION APPARATUS

SPECIFICATION NUMBER	CONFORMS TO SPECIFICATION	EXPLANATION FOR VARIATION FROM SPECIFICATION
10.1	yes no	
10.1.1	yes no	
10.1.2	yes no	
10.1.3	yes no	
10.1.4	yes no	
10.1.5	yes no	
10.1.6	yes no	
10.1.7	yes no	
10.1.7.1	yes no	
10.1.7.2	yes no	
10.1.7.3	yes no	
10.1.7.4	yes no	
10.1.8	yes no	
10.1.8.1	yes no	
10.1.8.2	yes no	

10.1.8.3	yes	no
10.1.8.4	yes	no
10.1.8.5	yes	no
10.1.8.6	yes	no
10.1.8.7	yes	no
10.1.8.8	yes	no
10.1.8.8.1	yes	no
10.1.8.8.2	yes	no
10.1.8.8.3	yes	no
10.1.8.8.4	yes	no
10.1.8.8.5	yes	no
10.1.8.8.6	yes	no
10.1.8.8.7	yes	no

# SPECIFICATION CHECK LIST

(To be filled in by Bidder)

SPECIFICATION NO. 03-109

## MICROWAVE ASSISTED ACID DIGESTION APPARATUS

SPECIFICATION NUMBER	CONFORMS TO SPECIFICATION	EXPLANATION FOR VARIATION FROM SPECIFICATION
10.1.9	yes no	
10.1.10	yes no	
10.2	yes no	
10.2.1	yes no	
10.2.2	yes no	
10.2.3	yes no	
10.2.4	yes no	

# INSTRUCTIONS TO BIDDERS

## CITY OF LINCOLN, NEBRASKA PURCHASING DIVISION

### **1. BIDDING PROCEDURE**

- 1.1 Bidder shall submit two (2) complete sets of the bid documents and all supporting material. All appropriate blanks shall be completed. Any interlineation, alteration or erasure on the specification document shall be initialed by the signer of the bid. Bidder shall not change the proposal form nor make additional stipulations on the specification document. Any amplified or qualifying information shall be on the bidder's letterhead and firmly attached to the specification document.
- 1.2 Bid prices shall be submitted on the Proposal Form included in the bid document.
- 1.3 Bidders may submit a bid on an "all or none" or "lump sum" basis, but should also submit a quotation on an item-by-item basis. Bidding documents shall be clearly marked indicating the kind of proposal being submitted.
- 1.4 Each bid must be legibly printed in ink or by typewriter, include the full name, business address, and telephone number of the bidder; and be signed in ink by the bidder.
- 1.5 A bid by a firm or organization other than a corporation must include the name and address of each member.
- 1.6 A bid by a corporation must be signed in the name of such corporation by a duly authorized official thereof.
- 1.7 Any person signing a bid for a firm, corporation, or other organization must show evidence of his authority so to bind such firm, corporation, or organization.
- 1.8 Bids received after the time and date established for receiving bids will be rejected.

### **2. BIDDER'S SECURITY**

- 2.1 Bid security, as a guarantee of good faith, in the form of a certified check, cashier's check, or bidder's bond, may be required to be submitted with this bid document, as indicated of the Proposal Form.
- 2.2 If alternate bids are submitted, only one bid security will be required, provided the bid security is based on the amount of the highest gross bid.
- 2.3 Such bid security will be returned to the unsuccessful bidders when the award of bid is made.
- 2.4 Bid security will be returned to the successful bidder(s) as follows:
  - 2.4.1 For single order bids with specified quantities: upon the delivery of all equipment or merchandise, and upon final acceptance by the City.
  - 2.4.2 For all other contracts: upon approval by the City of the executed contract and bonds.
- 2.5 City shall have the right to retain the bid security of bidders to whom an award is being considered until either:
  - 2.5.1 A contract has been executed and bonds have been furnished.
  - 2.5.2 The specified time has elapsed so that the bids may be withdrawn.
  - 2.5.3 All bids have been rejected.

- 2.6 Bid security will be forfeited to the City as full liquidated damages, but not as a penalty, for any of the following reasons, as pertains to this specification document:

- 2.6.1 If the bidder fails to deliver the equipment or merchandise in full compliance with the accepted proposal and specifications.
- 2.6.2 If the bidder fails or refuses to enter into a contract on forms provided by the City, and/or if the bidder fails to provide sufficient bonds or insurance within the time period as established in this specification document.

### **3. EQUAL OPPORTUNITY**

- 3.1 Each bidder agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age, or marital status. Bidder shall fully comply with the provisions of Chapter 11.08 of the Lincoln Municipal Code.
- 3.2 Successful bidder will be required to comply with the provisions of the City's Affirmative Action Policy (Contract Compliance, Sec. 1.16).
- 3.3 The Equal Opportunity Officer will determine compliance or non-compliance with the City's Affirmative Action Policy upon a complete and substantial review of successful bidder's equal opportunity policies, procedures and practices.

### **4. DATA PRIVACY**

- 4.1 Bidder agrees to abide by all applicable State and Federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, copyrights, patents and patent rights.
- 4.2 The bidder agrees to hold the City harmless from any claims resulting from the bidder's unlawful disclosure or use of private or confidential information.

### **5. BIDDER'S REPRESENTATION**

- 5.1 Each bidder by signing and submitting a bid, represents that the bidder has read and understands the specification documents, and the bid has been made in accordance therewith.
- 5.2 Each bidder for services further represents that the bidder is familiar with the local conditions under which the work is to be done and has correlated the observations with the requirements of the bid documents.

### **6. INDEPENDENT PRICE DETERMINATION**

- 6.1 By signing and submitting this bid, the bidder certifies that the prices in this bid have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder prior to bid opening directly or indirectly to any other bidder or to any competitor; no attempt has been made, or will be made, by the bidder to induce any person or firm to submit, or not to submit, a bid for the purpose of restricting competition.

## **7. CLARIFICATION OF SPECIFICATION DOCUMENTS**

- 7.1 Bidders shall promptly notify the Purchasing Agent of any ambiguity, inconsistency or error which they may discover upon examination of the specification documents.
- 7.2 Bidders desiring clarification or interpretation of the specification documents shall make a written request which must reach the Purchasing Agent at least seven (7) calendar days prior to the date and time for receipt of bids.
- 7.3 Interpretations, corrections and changes made to the specification documents will be made by written addenda.
- 7.4 Oral interpretations or changes to the Specification Documents made in any other manner, will not be binding on the City; and bidders shall not rely upon such interpretations or changes.

## **8. ADDENDA**

- 8.1 Addenda are written instruments issued by the City prior to the date for receipt of bids which modify or interpret the specification document by addition, deletion, clarification or correction.
- 8.2 Addenda will be mailed or delivered to all who are known by the City to have received a complete set of specification documents.
- 8.3 Copies of addenda will be made available for inspection at the office of the Purchasing Agent.
- 8.4 No addendum will be issued later than forty-eight (48) hours prior to the date and time for receipt of bids, except an addendum withdrawing the invitation to bid, or an addendum which includes postponement of the bid.
- 8.5 Bidders shall ascertain prior to submitting their bid that they have received all addenda issued, and they shall acknowledge receipt of addenda on the proposal form.

## **9. ANTI-LOBBYING PROVISION**

- 9.1 During the period between the bid close date and the contract award, bidders, including their agents and representatives, shall not directly discuss or promote their bid with any member of the City Council or City Staff except in the course of City-sponsored inquiries, briefings, interviews, or presentations, unless requested by the City.

## **10. BRAND NAMES**

- 10.1 Wherever in the specifications or proposal form brand names, manufacturer, trade name, or catalog numbers are specified, it is for the purpose of establishing a grade or quality of material only; and the term "or equal" is deemed to follow.
- 10.2 It is the bidder's responsibility to identify any alternate items offered in the bid, and prove to the satisfaction of the City that said item is equal to, or better than, the product specified.
- 10.3 Bids for alternate items shall be stated in the appropriate brand on the proposal form, or if the proposal form does not contain blanks for alternates, bidder MUST attach to the specification documents on Company letterhead a statement identifying the manufacturer and brand name of each proposed alternate, plus a complete description of the alternate items including illustrations, performance test data and any other information necessary for an evaluation. The bidder must indicate any variances by item number from the specification document no matter how slight. Bidder must fully explain the variances from the specification document, since brochure information may not be sufficient.

- 10.4 If variations are not stated in the proposal, it will be assumed that the item being bid fully complies with the City's specifications.

## **11. DEMONSTRATIONS/SAMPLES**

- 11.1 Bidders shall demonstrate the exact item(s) proposed within seven (7) calendar days from receipt of such request from the City.
- 11.2 Such demonstration can be at the City delivery location or a surrounding community.
- 11.3 If bidder does not have an item in the area, it will be at the bidder's expense to send appropriate City personnel to the nearest location to view and inspect proposed item(s).
- 11.4 If items are small and malleable, and the bidder is proposing an alternate product, the bidder MUST supply a sample of the exact item. Samples will be returned at bidder's expense after receipt by the City of acceptable goods. Bidders must indicate how samples are to be returned.

## **12. DELIVERY**

- 12.1 Each bidder shall state on his proposal form the date upon which he can make delivery of all equipment or merchandise. Time required for delivery is hereby made an essential element of the bid.
- 12.2 The City reserves the right to cancel orders, or any part thereof, without obligation, if delivery is not made within the time(s) specified on the proposal form.
- 12.3 All bids shall be based upon **inside** delivery of the equipment or merchandise F.O.B. the City at the location specified by the City, with all transportation charges paid.

## **13. WARRANTIES, GUARANTEES AND MAINTENANCE**

- 13.1 Copies of the following documents must accompany the bid proposal for all items being bid:
  - 13.1.1 Manufacturer's warranties and/or guarantees.
  - 13.1.2 Bidder's maintenance policies and associated costs.
- 13.2 As a minimum requirement of the City, the bidder will guarantee in writing that any defective components discovered within a one (1) year period after the date of acceptance shall be replaced at no expense to the City. Replacement parts of defective components shall be shipped at no cost to the City. Shipping costs for defective parts required to be returned to the bidder shall be paid by the bidder.
- 13.3 Bidder Warrants and represents to the City that all software/firmware/ hardware/equipment /systems developed, distributed, installed or programmed by Bidder pursuant to this Specification and Agreement.
  - 13.3.1 That all date recognition and processing by the software/firmware/hardware/equipment/system will include the four-digit-year format and will correctly recognize and process the date of February 29, and any related data, during Leap years; and
  - 13.3.2 That all date sorting by the software /firmware/hardware/ equipment/system that includes a "year category" shall be done based on the four-digit-year format. Upon being notified in writing by the City of the failure of any software/ firmware/ hardware /equipment /systems to comply with this Specification and Agreement, Contractor will, within 60 days and at no cost to the City, replace or correct the non-

complying software/ firmware/ hardware/ equipment/ systems with software/firmware/ hardware/equipment/ systems that does comply with this Specification and Agreement.

- 13.3.3 No Disclaimers: The warranties and representations set forth in this section 13.3 shall not be subject to any disclaimer or exclusion of warranties or to any limitations of Licensor's liability under this Specification and Agreement.

#### **14. ACCEPTANCE OF MATERIAL**

- 14.1 All components used in the manufacture or construction of materials, supplies and equipment, and all finished materials, shall be new, the latest make/model, of the best quality, and the highest grade workmanship.
- 14.2 Material delivered under this proposal shall remain the property of the bidder until:
- 14.2.1 A physical inspection and actual usage of this material is made and found to be acceptable to the City; and
- 14.2.2 Material is determined to be in full compliance with the specifications and accepted proposal.
- 14.3 In the event the delivered material is found to be defective or does not conform to the specification documents and accepted proposal, then the City reserves the right to cancel the order upon written notice to the bidder and return materials to the bidder at bidder's expense.
- 14.4 Successful bidder shall be required to furnish title to the material, free and clear of all liens and encumbrances, issued in the name of the City of Lincoln, Nebraska, as required by the specification documents or purchase orders.
- 14.5 Selling dealer's advertising decals, stickers or other signs shall not be affixed to equipment. Vehicle mud flaps shall be installed blank side out with no advertisements. Manufacturer's standard production forgings, stampings, nameplates and logos are acceptable.

#### **15. BID EVALUATION AND AWARD**

- 15.1 The signed bid proposal shall be considered an offer on the part of the bidder. Such offer shall be deemed accepted upon issuance by the City of purchase orders, contract award notifications, or other contract documents appropriate to the work.
- 15.2 No bid shall be modified or withdrawn for a period of sixty (60) calendar days after the time and date established for receiving bids, and each bidder so agrees in submitting the bid.
- 15.3 In case of a discrepancy between the unit prices and their extensions, the unit prices shall govern.
- 15.4 The bid will be awarded to the lowest responsive, responsible bidder whose proposal will be most advantageous to the City, and as the City deems will best serve their requirements.
- 15.5 The City reserves the right to accept or reject any or all bids; to request rebids; to award bids item-by-item, by groups, or "lump sum"; to waive irregularities and technicalities in bids; such as shall best serve the requirements and interests of the City.

#### **16. INDEMNIFICATION**

- 16.1 The bidder shall indemnify and hold harmless the City, its members, its officers and employees from and against all claims, damages, losses, and expenses, including, but not limited to attorney's fees arising out of or resulting from the performance of the contract, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property other than goods, materials and equipment furnished under this contract) including the loss or use resulting therefrom; is caused in whole or part by any negligent act or omission of the bidder, any subcontractor, or anyone directly or indirectly employed by any one of them or anyone for whose acts made by any of them may be liable, regardless of whether or not it is caused by a party indemnified hereunder.
- 16.2 In any and all claims against the City or any of its members, officers or employees by an employee of the bidder, any subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose acts made by any of them may be liable, the indemnification obligation under paragraph 16.1 shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the bidder or any subcontractor under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

#### **17. TERMS OF PAYMENT**

- 17.1 Unless other specification provisions state otherwise, payment in full will be made by the City within thirty (30) calendar days after all labor has been performed and all equipment or other merchandise has been delivered, and all such labor and equipment and other materials have met all contract specifications.

#### **18. LAWS**

- 18.1 The Laws of the State of Nebraska shall govern the rights, obligations, and remedies of the Parties under this proposal and any agreement reached as a result of this process.